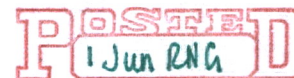


**Lacoste, David**

**From:** Mattison, Jeanette [Jeanette.Mattison@BellSouth.com]  
**Sent:** Thursday, May 27, 2004 9:29 AM  
**To:** Lacoste, David  
**Subject:** 2000-475-C - 8th Amendment to Interconnection Agreement with DIECA Communications, Inc.



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 (38 KB)



BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

May 27, 2004

Mr. David Lacoste  
 Public Service Commission of SC  
 Post Office Drawer 11649  
 Columbia, South Carolina 29211

Re: Eighth Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DIECA Communications, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No. 2000-475-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc. ("DIECA") submit to the South Carolina Public Service Commission the eighth amendment to the interconnection agreement by and between BellSouth and DIECA.

The effective date of this amendment is June 4, 2004 and it expires on December 18, 2004.

Very truly yours,

s/C. Lesley Addis

CLA/jbm  
 Enclosures

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**Amendment to the Agreement  
Between  
DIECA Communications, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated December 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. ("Covad"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to delete Sections 4.3.6 and 4.3.7 of Attachment 2 and replace with Sections 4.3.6 and 4.3.7 as follows:

4.3.6 To order EELs Covad must meet the requirements in Section 4.3.7.1

4.3.7 Special Access Service Conversions

4.3.7.1 Covad may not convert special access services to combinations of loop and transport network elements, whether or not Covad self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Covad uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Covad requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Covad shall provide to BellSouth a letter certifying that Covad is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Covad seeks to qualify for conversion of special access circuits. Covad shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

4.3.7.1.1 Covad certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Covad's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Covad is the end user's only local service provider, and thus, is providing more than a significant amount of

local exchange service. Covad can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

4.3.7.1.2 Covad certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Covad's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

4.3.7.1.3 Covad certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Covad does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

4.3.7.2 In addition, there may be extraordinary circumstances where Covad is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 4.3.7.1. In such case, Covad may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Covad's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

2. All of the other provisions of the Agreement, dated December 19, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: 

Name: Martin E. Lowe

Title: Director

Date: 5/5/04

**DIECA Communications, Inc. d/b/a  
Covad Communications Company**

By: 

Name: James A. Kirkland

Title: SVP & General Counsel

Date: 4/26/04